

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT
1515 N W 167th STREET; BLDG. 5 SUITE 200
MIAMI GARDENS, FLORIDA**

ADDENDUM NO. 1

Date: September 11, 2008

To: All Potential Bidders

Subject: ITB# 08-09-001 – GUARDRAIL REPLACEMENT AND
INSTALLATION

Opening Date: September 18, 2008 @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the 'bid proposal' form. Failure to do so may subject the Bidder to disqualification.

QUESTIONS & ANSWERS:

Q1. Is there an estimate for this bid?

A1. There is no estimated budget, as this is a newly created co-operative solicitation between eight (8) Cities. See Section 2.0, Paragraph 2.19.

All else remains the same.

Please note receipt of Addendum No. 1 on your Bid Form.

Sincerely

William Garviso, CPPB
Buyer



City of Miami Gardens **INVITATION TO BID**

The City of Miami Gardens acting as lead City for the South East Florida Governmental Purchasing Co-Operative Group is requesting sealed bids from qualified contractors for the replacement and installation of new guardrails, on an as needed basis.

PROPOSAL SUBMISSION

Proposals will be received by sealed envelope in the Office of the City Clerk of Miami Gardens, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169 until 2:00 P.M. on September 18, 2008, at which time they will be opened and read in the Council Chambers by the Procurement Buyer. Proposals received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

"ITB# 08-09-001– GUARDRAIL REPLACEMENT AND INSTALLATION"

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #08-09-001 or may be found on the City's web site at www.miamigardens-fl.gov. Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums will be posted and disseminated by DemandStar.

FOR INFORMATION

For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000.

ACCEPTANCE AND REJECTIONS

The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Consultant offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordinance 2008-03-139 "Cone of Silence", public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Manager makes a written communications concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the “lead agency”. All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor’s name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

“ITB# 08-09-001– GUARDRAIL REPLACEMENT AND INSTALLATION”
September 18, 2008

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City Clerk, City of Miami Gardens, 1515 N W 167th Street; Bldg 5 Suite 200, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due.

1.2 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the City.

1.3 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the City for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.3.1 TAXES:

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.3.2 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.3.3 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.3.4 BID'S CONDITIONS:

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of Miami Gardens, Florida.

1.4 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.6 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.7 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.8 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 622-8001.

1.9 AWARDS:

The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

1.10 BID OPENING:

Bids shall be opened and publicly read in the Council Chamber, 1515 NW 167 street, Bldg 5, Suite 200, Miami Gardens, Florida 33169 on the date and the time specified on the Bid form. All bids received after that time shall be returned, unopened.

1.11 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.12 PAYMENT:

Payment will be made by the City after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors with purchasing card capability will receive payment from the VISA purchasing card in the same manner as other Visa purchases. Accordingly, respondents with present purchasing card capability shall have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only

accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form.

1.13 DISPUTES:

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

1.14 LEGAL REQUIREMENTS:

Federal, State, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.15 INDEMNIFICATION:

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City and their consultants, agents and

employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is "City of Miami Gardens". This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as "Additional Insured" with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

1.16 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Gardens, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Gardens, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.17 OSHA:

The bidder warrants that the product and services supplied to the City of Miami Gardens, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.17A SAFETY PRECAUTIONS:

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

1.18 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.19 ANTI-DISCRIMINATION:

The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.20 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Gardens property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Miami Gardens building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.23 DEFAULT/FAILURE TO PERFORM:

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.

- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non-conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the City for any and all costs incurred ensuing the completion of the project.

1.24 CANCELLATION:

The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice, should any of the following apply:

- A) The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

1.25 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.26 SUBSTITUTIONS:

The City of Miami Gardens, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.27 FACILITIES:

The City reserves the right to inspect the bidder's facilities at any time with prior notice.

1.28 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.29 APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover

against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Gardens Procurement Manager. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.31 AWARD OF CONTRACT:

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder.

D) While the City of Miami Gardens may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

F) The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City

departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.32 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Gardens, which consent may be withheld.

1.33 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the bidder for failure to obtain required licenses, permits or fines shall be borne by the bidder.

1.34 OPTIONAL CONTRACT USAGE

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies and/or entities option or as otherwise provided by law.

1.35 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.36 WARRANTIES OF USAGE:

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

1.37 PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.38 CODE OF ETHICS:

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Manager presents the recommendation of award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before

selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

1.39 NON-COLLUSION:

By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

1.40 PROHIBITION OF INTEREST:

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

1.41 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

1.42 TIED BIDS:

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

1.43 DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

1.44 SMALL, MINORITY, AND WOMEN'S BUSINESSES:

The City of Miami Gardens encourages Small, Minority, and Women's Businesses to participate in this solicitation.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Small, Minority, and Women's Businesses are used when possible. Affirmative steps shall include:

- Placing qualified small, minority, women's and disadvantage businesses

on solicitation lists;

- Assuring that small, minority, women's and disadvantage businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, women's and disadvantage businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation small, minority, and women's businesses;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

“ITB# 08-09-001– GUARDRAIL REPLACEMENT AND INSTALLATION”
September 18, 2008

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this contract is to repair and replace damaged or obsolete guardrail and to install new guardrail at previously unprotected sites on existing roads. Most of the work performed under this contract will be of a non-emergency nature allowing for advanced planning. Emergency work may also be required to repair or install guardrail in the event a crash or other unforeseen problem causes a hazard that requires guardrail protection

2.2 TERM OF CONTRACT:

It is requested that bidders quote fixed prices that will be guaranteed for an initial period of two (2) years. The City of Miami Gardens reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of two (2) years. Contract renewal shall be the City's prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City. This contract may not be an exclusive contract. The successful bidder shall notify the City in writing not less than ninety (90) days prior to renewal date of any adjustment in the contract amount.

2.3 METHOD OF AWARD:

The City reserves the right to award this contract to a primary and secondary bidder(s) if it is deemed to be in the best interest of the City. The City will, however, select the primary bidder to order upon availability at the time, as required during the contract period. Award based on price, and qualifications of responsive, responsible bidder.

2.4 PAYMENT:

Payment for work shall be authorized upon completion of all work specified in the specifications.

The contractor shall submit a list of the areas repaired during the billing cycle, along with the date it was performed. The total sum of areas serviced and their invoice prices shall concur with the company's bid. Invoices shall be submitted for processing on a monthly basis and payable in accordance with the Florida Prompt Payment Act.

PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form.

2.5 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the bidder is awarded a contract under this solicitation, the prices quoted by the bidder on the Proposal Form shall remain fixed and firm during the term of this contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.6 INSURANCE:

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- 2.6.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000
The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.
- 2.6.2 Fidelity/dishonesty coverage - \$500,000 per occurrence
- 2.6.3 General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations
- 2.6.4 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$1,000,000 combined single limit

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured.

2.7 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this proposal, contact: William Garviso, Facsimile: (305) 622-8001, e-mail: wgarviso@miamigardens-fl.gov

2.8 PROPOSAL CLARIFICATION:

Any questions or clarifications concerning this Proposal shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 NW 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 622-8001, e-mail: wgarviso@miamigardens-fl.gov The proposal title/number shall be referenced on all correspondence. All questions must be received no later than seven (7) calendar days before the due date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.9 SUB-CONTRACTORS QUALIFICATIONS:

As part of its Bid Proposal, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the bidder fails to identify any and all sub-contractors in the Bid Proposal, the bidder may be allowed to submit this documentation to the City during the bid evaluation period if such action is in the best interest of the City.

2.10 REFERENCES:

Each proposal must be accompanied by a list of five (5) references, of prior experience and similar work, which shall include contact person and telephone number and facsimile number. It is the responsibility of the bidder to ascertain that the contact person will be responsive. NO PROPOSAL WILL BE CONSIDERED WITHOUT THIS LIST.

2.11 WARRANTY:

The successful bidder will be required to warranty all work performed. Bidder shall warrant its products and/or service against faulty labor and/or defective material for a period of one year

The bidder shall promptly correct any deficiency, at no charge to the City, within five (5) calendar days after the bidder is notified of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the City for this work or items.

2.12 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.13 PROPOSAL SUBMITTAL:

All proposals submitted shall include the completed Proposal Form and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting proposal, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

2.14 BIDDER QUALIFICATIONS:

In order for proposals to be considered, bidders must submit with their proposal, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment included in this scope of work; has available the organization and qualified manpower to the work and has adequate financial status to meet the financial obligations incident to the work.

2.15 LATE PROPOSALS:

The City of Miami Gardens cannot accept proposals received after opening time and encourages early submittal.

2.16 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the proposal to be considered non-responsive.

2.17 COMPLETE INFORMATION REQUIRED ON PROPOSAL FORM:

All proposals must be submitted on the attached Proposal Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND TWO COPIES of the Invitation for Proposal and Proposal Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

2.18 SOUTHEAST FLORIDA GOVERNMENTAL CO-OPERATIVE PURCHASING GROUP:

The bidder understands and agrees if any of the governmental entities or municipalities who are members of the Southeast Florida Governmental Co-Op Purchasing Group may participate in the resulting contract with the same terms and conditions through the renewal periods.

Each governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the successful bidder and issue its own tax exemption certificate as required by the bidder.

2.19 PARTICIPATING AGENCIES:

Each participating governmental City will be responsible for issuing its own Purchase Obligations/ Task Orders. Each City will require separate billings, be responsible for payment to the awarded contractor and issue its own tax exemption certificates as required by the contractor. Invoicing instructions, site locations, and bonding requirements, if applicable, will be in accordance with the respective City's requirements.

Any reference in this document to a single City will be understood as referring to all participating agencies referenced in this bid.

Municipalities and other governmental agencies which are not members of the Southeast Florida Governmental Co-operative Purchasing Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Co-Op members may participate in this contract for new usage, during the contract term, or on any contract extension term, if approved by the lead City. New Co-Op members may participate in any contract, on acceptance and approval of the lead City.

Name & Address	Contact	Phone
City of Miami Gardens 1515 NW 167 th Street, Ste 200 Miami Gardens, Florida 33169	Pam Thompson	(305) 622-8000
Town of Davie 6591 Orange Drive Davie, Florida 33314	Herb Hyman	(954) 797-1016
City of Coconut Creek 4800 West Copans Road Coconut Creek, Florida 33063	Linda Jeethan	(954) 973-6730
City of Margate 5790 Margate Boulevard Margate, Florida 33063	Connie Guzzi	(954) 972-6454
City of Deerfield Beach 401 SW 4 th Street Deerfield Beach, Florida 33441	Donna Council	(954) 480-4380
Village of Wellington 14000 Greenbriar Blvd. Wellington, Florida 33414	James Volkman	(561) 791-4101
City of Tamarac 7525 NW 88 th Ave Tamarac, Florida 33321	Keith Glatz	(954) 597-3567
Town of Southwest Ranches 6589 SW 160 AVE Southwest Ranches, FL 33331.	Malini Siew-Narine	(954) 343-7474

“ITB# 08-09-001– GUARDRAIL REPLACEMENT AND INSTALLATION”
September 18, 2008

3.1 Purpose:

The purpose of this contract is to repair and replace damaged or obsolete guardrail and to install new guardrail at previously unprotected sites on existing roads. Most of the work performed under this contract will be of a non-emergency nature allowing for advanced planning. Emergency work may also be required to repair or install guardrail in the event a crash or other unforeseen problem causes a hazard that requires guardrail protection.

3.2 Task Order Time frames:

3.2.1 Emergency Repairs: When the City determines that a guardrail needs immediate repair, the Contractor will respond by visiting the site and providing the cost and timeframe estimate within 48 hours of the issuance of the request. In addition, the Contractor must begin on site work within 48 hours of the issuance of the task order. Mobilization costs will only be applicable to emergency repair invoices. No invoices will be processed and/or paid until project site(s) have been inspected and approved/accepted by the City.

3.2.2 Non-Emergency Repairs and Installations: Most repairs and installations will be non-emergency, allowing 5 working days after the issuance of the request to provide the cost and timeframe estimate, and 15 working days after issuance of the task order to begin on-site work. Work at each site will be completed within 5 working days of work commencement, unless the installation of more than 1000 feet of guardrail is required-in which case 1 additional day for every 200 feet of guardrail is acceptable. No separate payment will be made for mobilization on non-emergency repairs or installations. No invoices will be processed and/or paid until project site(s) have been inspected and approved/accepted by the City.

3.3 Specifications and Standards:

Unless otherwise specified, all traffic safety devices by this specification shall meet all requirements in the 2008 edition of the Florida DOT Roadway and Traffic Design Standards (hereinafter called “Design Standards”) and the Florida DOT Standard Specifications for Road and Bridge Construction 2007 edition (hereinafter called “Standard Specifications”). All supports and fasteners (including steel trailing end-anchorage rods) will be Galvanized per ASTM A153.

Contractor must comply with all Dade and Broward County, OSHA, and Department of Environmental Protection, safety, environmental, permitting, and other regulations.

3.4 Task Order:

Changes from the authorized work described in the task order for each site must be approved in advance by the City before the contractor performs the work. Final payment will be based on actual authorized work performed.

3.5 Repairs:

For each repair task order, the City will designate the site, the Contractor will visit the site to assess the damage and condition and submit a proposal listing materials, costs and timeframes to complete the work. The proposal will separate repair items into ones that can be reset and ones that must be replaced. The City will review, verify, and approve the Contractor’s proposal and issue a task order. Salvage guardrail material whenever possible.

3.6 Maintenance of Traffic:

The Contractor is responsible for the Maintenance of Traffic in accordance with the Design Standards (index 600). These requirements are to be considered as minimum and the Contractor's compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and the Contractor's employees throughout the work area. Maintenance of traffic compensation will be included in the contract unit prices. No separate payment will be made for maintenance of traffic.

3.7 Utilities:

The Contractor is required to make the Sunshine State One Call (800 432-4770) to flag any underground utilities. The Contractor is also responsible for contacting the owners of any overhead utilities that could pose unsafe working conditions.

3.8 Clearing/Grubbing:

The Contractor is responsible for the guardrail site preparation. However the City will remove any trees with diameters greater than three (3) inches as necessary.

3.9 Re-galvanization:

The City will allow spot re-galvanization of salvageable materials on a limited basis at its discretion. The re-galvanization process will be considered as incidental to the contract.

3.10 Cleanup:

The Contractor will remove all debris, including original guardrail materials from the right-of-way at the end of each workday. The Contractor will haul off and dispose of all unsalvageable material. All costs for removing, transporting, un-loading, or disposing of material will be included in the contract unit price of item. Site cleanup will not be paid for separately but will be considered incidental to the work being performed.

3.11 Damage:

All items damaged as a result of the Contractor's operations (such as mail boxes, drainage structure, items of landscaping, fences, etc.) will be either repaired or replaced by the Contractor, at the Contractor's expense, in a manner prescribed by the City's representative, prior to any payment for that site.

3.12 Guardrail Installation

3.12.1 Guardrail Type. Guardrail to be installed pursuant to this contract is in accordance with Design Standards and Standard Specifications unless otherwise specified by the City.

3.12.2 Permissible Post and Off-Set Combinations. Permissible post and offset block combinations are as provided in the Design Standards (index 400).

3.12.3 Guardrail Reflectors. Guardrails shall have acrylic plastic reflectors mounted on the rail. The reflector color shall conform to the color of the near lane edge line. The galvanized-steel or aluminum, shall be in accordance with Design Standards (Index 400) or as called for on the City.

3.13 Posts:

3.13.1 General: The posts shall be timber or steel. The particular type selected shall conform to the Design Standards (Index 400).

3.13.2 Special Steel Posts: Used in areas of construction where guardrail systems in the presence of culverts, pier footings or other structures preclude normal post

installation and shall be applied in accordance with the Design Standards (Index 400).

3.13.3 Setting Posts: The posts shall be set vertically to the appropriate depth and shall be accurately lined and relined in accordance with Design Standards (Index 400) section 536-3 as necessary. Where the posts are not set in concrete structures, the postholes shall be backfilled with suitable material, which shall be thoroughly tamped. As an alternate method, the Contractor may use a post-driving machine meeting the approval of the City and capable of driving the posts without damaging.

3.14 Anchor Blocks:

Anchor blocks shall be of Class 1 concrete and shall be constructed and placed in accordance with the requirements shown, or as directed by the City.

3.15 Offset Blocks:

Guardrail offset blocks shall be in accordance with the Design Standards (Index 400) and Standard Specifications of the sizes and type called for by the City.

3.16 End Anchorage Assemblies:

Guardrail end anchorage assemblies shall be in accordance with the Design Standards (Index 400).

3.17 Bridge Anchorage Assemblies:

Guardrail bridge anchorage assemblies shall be in accordance with the Design Standards (Index 400).

3.18 Miscellaneous Paving:

Guardrail paving will be a minimum three (3) feet wide and a minimum two (2) inches thick. Other widths of Guardrail Paving will be required in accordance with Design Standards (Index 400).

3.19 Method of Measurement:

3.19.1 Guardrail Assembly: The quantity to be paid for will be the plan quantity, in feet, constructed, in place and accepted. Unless specified separately guardrail assemblies will include posts, special posts, panels, blocks, hardware, reflectors and Incidental items. The plan length of a run of guardrail will be determined as a multiple of the nominal panel lengths plus the nominal lengths of terminal sections, unless payment for the terminal sections are included in the end anchorage or bridge anchorage assemblies.

3.19.2 End Anchorage Assemblies: The quantity to be paid for will be the number of each type as designated, constructed, in place and accepted.

3.19.3 Special Guardrail Posts: If specified separately, the quantity to be paid for will be the number of each, constructed, in place and accepted. The designation "Special Guardrail Posts" will include only such posts as require special fabrication, for installation at locations where the normal setting would conflict with concrete structures, such as approach slabs, culvert slabs, footings, inlets, etc. Special posts, however, will not include posts for double-face median guardrail, regardless of whether they are embedded in or attached to concrete.

3.19.4 Bridge Anchorage Assemblies: The quantity to be paid for will be the number of each, constructed, in place and accepted.

3.19.5 Guardrail Anchorage (Concrete Barrier Wall): The quantity to be paid for will be the number of each, constructed, in place and accepted.

3.19.6 Special Length Guardrail Posts: If specified separately, the quantity to be paid for will be the number of each, constructed, in place and accepted.

3.19.7 Removal of Existing Guardrail Assemblies: The quantity to be paid for will be the length, in feet, measured prior to removal.

3.19.8 Special Steel Guardrail Posts with Accessories: If specified separately, the quantity to be paid for will be the number of each, constructed, in place and accepted.

3.20 Basis of Payment:

3.20.1 Guardrail Assembly: Price and payment will be full compensation for all work specified under this Section, including the furnishing and installing of the acrylic plastic reflectors and all other materials as specified. Payment will be made under the items as follows.

a. Where the Contactor furnishes all materials for the guardrail, and the Engineer does not require shop-bent rails, payment will be made under the basic item of Guardrail Assembly.

b. Where the radius of the guardrail installation is such as to require shop bending of the guardrail panels, payment will be made under the item of Guardrail Assembly (Shop-bent Panels).

All component parts of the complete guardrail installation will be included in the price per foot for the above items except for the separate payments to be made under the special items listed below.

3.20.2 End Anchorage Assemblies: Price and payment will include all components specified on the plans and Roadway and Traffic Design Standards.

3.20.3 Special Guardrail Posts: If specified separately, price and payment will include all costs for furnishing and installing the special posts that are over and above the costs for the normal posts, which are replaced by such special posts.

3.20.4 Bridge Anchorage Assemblies: When the plans provide for direct payment for Bridge Anchorage Assemblies, price and payment will include furnishing and installing the special End Shoes, Wood Blocks or Retrofit Wing Posts, Concrete Anchor Posts and necessary hardware. When the plans do not provide for direct Payment for Bridge Anchorage Assemblies, the Contractor shall include the cost for the assemblies in the Contract price per foot for the guardrail.

3.20.5 Guardrail Anchorage (Concrete Barrier Wall): Price and payment will be included on installing connections to concrete barrier walls, as shown on the Roadway and Traffic Design Standards, (Index No.'s 400 and 410).

3.20.6 Special Length Guardrail Posts: If specified separately, price and payment will include all costs for furnishing and installing the special posts that are over and above the costs for the normal posts, which are replaced by such special posts.

3.20.7 Removal of Existing Guardrail Assemblies: Price and payment will be full compensation for all work specified in this Section, including all labor and equipment required for removal and disposition of the existing guardrail, as specified in the plans. No additional payment will be made for the removal of the

back rail on double face guardrail, thrie beam guardrail, nested rail, safety pipe rail, rub rail or end anchorages.

3.20.8 Special Steel Guardrail Posts with Accessories: If specified separately, price and payment will include all components specified on the plans and Roadway and Traffic Design Standards.

3.20.9 Payment Items: Payment will be made under:

Item No. 1 Miscellaneous Paving for Standard Guardrail Sections-per Sq. Yd.

Item No. 2 Guardrail Assembly (W – Beam)* – per foot.

Item No. 3 Guardrail Assembly (Thrie Beam)* - per foot.

Item No. 4 Guardrail Assembly (Shop Bent W - Beam)* - per foot.

Item No. 5 Guardrail Assembly (Shop Bent Thrie Beam)* - per foot.

Item No. 6 Special Guardrail Posts – each.

Item No. 7 Bridge Anchorage Assemblies – each.

Item No. 8 Special Steel Guardrail Posts with Accessories – each.

Item No. 9 Special Length Guardrail Posts – each.

Item No. 10 Guardrail Anchorage (Concrete Barrier Wall) - each.

Item No. 11 End Anchorage Assemblies (Type II) – each.

Item No. 12 End Anchorage Assemblies (MELT) – each.

Item No. 13 End Anchorage Assemblies (CRT) – each.

3.21 Repair Guardrail:

3.21.1 Description: The work specified in this Section consists of the removal and disposal of existing damaged guardrail material and/or the resetting of salvaged guardrail along with necessary new materials. Unless otherwise authorized by the City Engineer the replacement of parts or materials shall be replaced with like materials. The guardrail shall be repaired or reset at locations in accordance with the Design Standards (Index 400) for guardrail construction or as directed by the City.

3.21.2 Materials: The Contractor shall use caution in removing existing guardrail so as to prevent damage to materials to be reused.

1. The Contractor shall furnish new materials as required to complete the guardrail repair.
2. All offset blocks, and hardware on repaired sections of guardrail shall be new.
3. Steel post with no damage may be reset with prior approval from the Town, timber posts in damaged sections will be replaced.
4. Only the use of new reflectors where replacement or resetting is required is authorized.

3.21.3 Construction Methods:

1. Set posts in accordance with the requirements of the Design Standards (Index 400) Section 536-3
2. Erect guardrail panels, anchors, and hardware in accordance with design standards for guardrail construction or as modified by the detailed plans.
3. Replace any salvageable materials damaged by operations at no expense to the City.
4. Use a consistent type of post and rail throughout a run of guardrail.

3.22 Method of Measurement:

3.22.1 Replace Panels: The quantity to be paid for will be the length, in feet, removed and replaced measured in place.

3.22.2 Reset Existing Guardrail: The quantity to be paid for will be the length, in feet reset, measured in place.

3.22.3 Reset Steel Posts: The quantity to be paid for will be the number of each reset.

3.22.4 Replace Posts: The quantity to be paid for will be the number of each replaced.

3.22.5 Replace Special Guardrail Posts: The quantity to be paid for will be the number of each replaced.

3.22.6 Replace Special Steel Guardrail Posts with Accessories: The quantity to be paid for will be the number of each replaced.

3.22.7 Replace Special Length Guardrail Posts: The quantity to be paid for will be the number of each replaced.

3.22.8 Replace End Anchorage Assemblies: The quantity to be paid for will be the number of each replaced.

3.22.9 Replace Incidentals: This item (offset blocks, reflectors, brackets, fasteners, etc) is normally incidental to another item. In the event only the incidental item is replaced, this item should be used. The quantity to be paid for will be the number of each replaced when only the incidental item is replaced.

3.22.10 Removal of Existing Guardrail Assemblies: The quantity to be paid for will be the length, in feet, measured prior to removal. Removal will include all items making up a guardrail assembly.

3.22.11 Replace Bridge Anchorage Assemblies: The quantity to be paid for will be the number of each replaced.

3.22.12 Replace Guardrail Anchorage (Concrete Barrier Wall): The quantity to be paid for will be the number of each replaced.

3.22.13 Emergency Mobilization: The quantity to be paid for will be the number of sites on which emergency mobilization is performed.

3.22.14 Replace Posts (Steel in Concrete): The quantity to be paid for will be the number of each replaced.

3.22.15 Replace Ends: The quantity to be paid for will be the number of each replaced.

3.22.16 Cold Patch for Posts: The quantity to be paid for will be the number of each replaced.

3.23 Basis of Payment:

3.23.1 Replace Panels: Price and payment will include all labor, materials, and equipment required for removal and disposal of existing guardrail panels and replacement with new panels.

3.23.2 Reset Existing Guardrail: Prices and payments for resetting guardrail will be full compensation for all work specified in this Section, including furnishing all required new hardware.

3.23.3 Reset Steel Posts: Prices and payments for resetting steel posts will be full compensation for all work specified in this Section, including furnishing all required new hardware.

3.23.4 Replace Posts: Price and payment will include all labor, materials, and equipment required for removal and disposal of existing posts in areas provided by the Contractor, backfilling and compacting existing holes, and replacement with new posts.

3.23.5 Replace Special Guardrail Posts: Price and payment will include all labor, materials, and equipment required for removal and disposal of existing posts in areas provided by the Contractor, backfilling and compacting existing holes, and replacement with new posts.

3.23.6 Replace Special Steel Guardrail Posts with Accessories: Price and payment will include all labor, materials, and equipment required for removal and disposal of existing posts in areas provided by the Contractor, backfilling and compacting existing holes, and replacement with new posts.

3.23.7 Replace Special Length Guardrail Posts: Price and payment will include all labor, materials, and equipment required for removal and disposal of existing posts in areas provided by the Contractor, backfilling and compacting existing holes, and replacement with new posts.

3.23.8 Replace End Anchorage Assemblies: Price and payment will include all labor, materials, and equipment required for removal and disposal of existing assemblies in areas provided by the Contractor and replacement with new assemblies.

3.23.9 Replace Incidentals: When the proposal includes a separate item of payment for this item (normally included as an incidental on another item), price and payment will include all labor, materials, and equipment required for removal, disposal, and replacement of the incidental.

3.23.10 Removal of Existing Guardrail Assemblies: Price and payment will include all labor and equipment required for removal and disposition of the existing guardrail, as specified in the plans. No additional payment will be made for the removal of the back rail on double face guardrail, three beam guardrail, nested rail, safety pipe rail, rub rail or end anchorages.

3.23.11 Replace Bridge Anchorage Assemblies: Price and payment will include all labor, materials, and equipment required for removal and disposal of existing assemblies in areas provided by the Contractor and replacement with new assemblies.

3.23.12 Replace Guardrail Anchorage (Concrete Barrier Wall): Price and payment will include all labor, materials, and equipment required for removal and disposal of existing anchorages in areas provided by the Contractor and replacement with new anchorages.

3.23.13 Emergency Mobilization: When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for the item of Emergency Mobilization.

3.23.14 Replace Posts (Steel in Concrete): Price and payment will include all labor, materials, and equipment required for removal and disposal of existing posts in areas provided by the Contractor, replacement with new posts, and replacement of existing concrete.

3.23.15 Replace Ends: Price and payment will include all labor, materials, and equipment required for removal and disposal of existing ends and replacement with new ends.

3.23.16 Cold Patch for Posts: The quantity to be paid for will be the number of posts replaced requiring cold patching.

3.23.17 Payment Items: Payment will be made under:

- Item No. 1 Emergency Mobilization – each.
- Item No. 2 Reset Existing Guardrail – per foot.
- Item No. 3 Reset Steel Post – each.
- Item No. 4 Replace Panels (W – Beam Straight Sections) – per foot.
- Item No. 5 Replace Panels (Thrie Beam Straight Sections) – per foot.
- Item No. 6 Replace Panels (W – Beam Shop Bent Sections) – per foot.
- Item No. 7 Replace Panels (Thrie Beam Shop Bent Sections) – per foot.
- Item No. 8 Replace Special Guardrail Posts – each.
- Item No. 9 Replace Bridge Anchorage Assemblies –each.
- Item No. 10 Replace Incidentals (Offset Block)*** – each.
- Item No. 11 Replace Incidentals (Reflector Only)*** – each.
- Item No. 12 Replace Special Length Guardrail Posts with Accessories- each.
- Item No. 13 Replace Special Length Guardrail Posts – each.
- Item No. 14 Replace Guardrail Anchorage (Concrete Barrier Wall) - each.
- Item No. 15 Replace Posts – each.
- Item No. 16 Replace Posts (Steel in Concrete) – each.
- Item No. 17 Replace End Anchorage Assemblies (Type II) – each.
- Item No. 18 Replace End Anchorage Assemblies (MELT) – each.
- Item No. 19 Replace End Anchorage Assemblies (CRT) – each.
- Item No. 20 Replace Ends Buffered - each.
- Item No. 21 Replace Ends Flared – each.
- Item No. 22 Cold Patch for Posts – per post.
- Item No. 23 Removal of Guardrail Assembly (W – Beam) – per foot
- Item No. 24 Removal of Guardrail Assembly (Thrie Beam) – per foot

3.24 BID CHECK LIST

- YES___ NO___ 1. Copy of appropriate License and Permits
- YES___ NO___ 2. Proof of ability to obtain insurance
- YES___ NO___ 3. Bid Submittal Price
- YES___ NO___ 4. Bid signed by authorized representative
- YES___ NO___ 5. Vendor Representative Contact information
- YES___ NO___ 6. Bid prepared in duplicate
- YES___ NO___ 7. Business Tax Receipt
- YES___ NO___ 8. General Contractors License
- YES___ NO___ 9. Accept VISA Credit Card for payment
- YES___ NO___ 10. References listed

The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a “NO BID” in any portion of a section will not be considered for that section award.

BID SUBMITTAL

Deliver Proposal to:

**CITY OF MIAMI GARDENS
CITY CLERK
1515 N W 167th Street; Bldg. 5 Suite 200
Miami Gardens, Florida 33169**

**BID #08-09-001
Title: Guardrail Replacement
and Installation
September 18, 2008**

(Vendor)

agrees to supply labor, equipment, supplies required for Guardrail Replacement and Installation as defined in this Bid in accordance with the requirements of the Specifications, Drawing and Bid Documents.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Drawing, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the services called for by the Specifications, Drawing and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the unit Bid price stated in the spaces herein provided.

The undersigned agrees the right of the City to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies.

Upon award of this Bid the City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Bid Documents.

The Contractor, by signing the Bid Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this Bid Document. If this bid is accepted, the undersigned bidder agrees to enter into and execute the contract and accept the bid rates as full compensation for guardrail replacement and installation performed under this contract.

All costs for materials, equipment, labor, fuel, maintenance, tolls, etc. required to provide the guardrail replacement and installation shall be included in this price.

SERVICE REQUIREMENTS OF THE CONTRACT VENDOR:

Vendor shall insure adequate personnel and equipment to provide specified levels of service.

YES ☐ NO ☐

Vendor shall work with City of Miami Gardens personnel to insure satisfactory service.

YES ☐ NO ☐

Authorized Signature(Manual)

Authorized Signature (Printed)

Date

Corporate Seal

Deliver Proposal to:

**CITY OF MIAMI GARDENS
Purchasing Department
1515 NW 167 Street
Bldg 5, Suite 200
Miami Gardens, FL 33169**

**ITB# 08-09-001
Title: Guardrail Replacement
and Installation**

**To be opened and publicly read, Thursday, September 18, 2008 at 2:00 P.M.
in Council Chambers.**

Vendor Name:	Terms: Proposer see Paragraph 1.2
---------------------	--

Vendor Mailing Address:	F.E.I.D. No:
--------------------------------	---------------------

City, State, Zip Code:	Cashier's Check/Proposal Bond is attached, when required, in the amount of \$_____N/A_____
-------------------------------	---

Telephone :()	Fax:()	Toll Free: (800)
--------------------------	-------------------	-------------------------

Proposal Contact Person (Please print clearly):

=====
**The Proposer declares that there has been an examination of the
specifications of the work and is informed fully in regard to all conditions
pertaining to the scope of services to be provided in accordance with the
proposal documents.**

All costs for materials, equipment, labor, supervision etc. required to complete the project(s) shall be included in this price.

SUBMITTAL DOCUMENTS
Guardrail Installation, Maintenance and Repair

BID FORM - PAGE 1 of 2

TYPE	Item #	Description	** Quantity	Unit	Unit Price Numerical	Extended Price Numerical	Extended Price Written (Includes all Materials & Labor)
Guardrail New Installation	1	Misc Paving for Standard Guardrail Sections	200	Sq. Yd.	\$	\$	
	2	Guardrail Assemblies (W-Beam)*	400	Foot	\$	\$	
	3	Guardrail Assemblies (Thrie-Beam)*	400	Foot	\$	\$	
	4	Guardrail Assemblies (Shop Bent W-Beam)*	100	Foot	\$	\$	
	5	Guardrail Assemblies (Shop Bent Thrie-Beam)*	100	Foot	\$	\$	
	6	Special Guardrail Posts	50	Each	\$	\$	
	7	Bridge Anchorage Assemblies	20	Each	\$	\$	
	8	Special Steel Guardrail Posts with Accessories	50	Each	\$	\$	
	9	Special Length Guardrail Posts	50	Each	\$	\$	
	10	Guardrail Anchorage (Concrete Barrier Wall)	20	Each	\$	\$	
	11	End Anchorage Assemblies (Type II)	10	Each	\$	\$	
	12	End Anchorage Assemblies (MELT)	10	Each	\$	\$	
	13	End Anchorage Assemblies (CRT)	10	Each	\$	\$	
Guardrail New Installation Total ==>					\$	-	

- Must submit a bid for all items
- * Guardrail Assemblies consist of labor and components for a complete guardrail installation/removal.
- ** Quantities are provided for bidding purposes only and are not guaranteed - amounts could increase/decrease based upon the needs of the Town.

SUBMITTAL DOCUMENTS
Guardrail Installation, Maintenance and Repair

BID FORM - PAGE 2 of 2

TYPE	Item #	Description	** Quantity	Unit	Unit Price Numerical	Extended Price Numerical	Extended Price Written (Includes all Materials & Labor)
Guardrail Repair/Reset	1	Emergency Mobilization	1	Each	\$	\$	
	2	Reset Existing Guardrail	100	Foot	\$	\$	
	3	Reset Steel Post	20	Each	\$	\$	
	4	Replace Panels (W-Beam, Straight Section)	250	Foot	\$	\$	
	5	Replace Panels (Thrie Beam, Straight Section)	150	Foot	\$	\$	
	6	Replace Panels (W-Beam, Shop Bent Section)	50	Foot	\$	\$	
	7	Replace Panels (Thrie Beam, Shop Bent Section)	50	Foot	\$	\$	
	8	Replace Special Guardrail Post	10	Each	\$	\$	
	9	Replace Bridge Anchorage Assemblies	10	Each	\$	\$	
	10	Replace Incidentals (Offset Block Only)***	100	Each	\$	\$	
	11	Replace Incidentals (Reflector Only)***	100	Each	\$	\$	
	12	Replace Special Steel Guardrail Post with Accessories	20	Each	\$	\$	
	13	Replace Special Length Guardrail Posts	20	Each	\$	\$	

	14	Replace Guardrail Anchorage (Concrete Barrier Wall)	10	Each	\$	\$	
	15	Replace Posts	20	Each	\$	\$	
	16	Replace Posts (Steel in Concrete)	10	Each	\$	\$	
	17	Replace End Anchorage Assemblies (Type II)	10	Each	\$	\$	
	18	Replace End Anchorage Assemblies (MELT)	10	Each	\$	\$	
	19	Replace End Anchorage Assemblies (CRT)	10	Each	\$	\$	
	20	Replace End (Buffered)	10	Each	\$	\$	
	21	Replace End (Flared)	10	Each	\$	\$	
	22	Cold Patch for Posts	10	Each	\$	\$	
	Guardrail Replace/Reset TOTAL ==>					\$	
Guardrail Removal	23	Removal of Guardrail Assembly (W-Beam)	200	Foot	\$	\$	
	24	Removal of Guardrail Assembly (Thrie Beam)	200	Foot	\$	\$	
	Guardrail Removal TOTAL ==>					\$	
TOTAL SUM BID ==>						\$	

- Must submit a bid for all items
- *** As the cost of offset blocks and reflectors are included in the hardware portion of the cost for repair/reset of other items, these items will only be used when only offset blocks or reflectors are replaced.

PROJECT: GUARDRAIL REPLACEMENT AND INSTALLATION
OWNER: CITY OF MIAMI GARDENS

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 622-8001.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated:

In what State: _____

If Foreign Corporation:

Date of Registration with

Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____

2. _____

3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: _____

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
 - A. List all pending lawsuits:
 - B. List all completed lawsuits:
 - C. List all judgments from lawsuits in the last five years:
 - D. List any criminal violations and/or convictions of the proposer and/or any of its principals:
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami-Dade Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated_____,**20**__

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Social Security Number (OR) Taxpayer Identification Number (TIN):

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

LIST OF SUBCONTRACTORS

The Undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of Work to be performed by each, and that such list will not be added to nor altered without written consent to the City through the City Representative.

<u>SUBCONTRACTOR AND ADDRESS</u>	<u>CLASS OF WORK TO BE PERFORMED</u>
(1) _____ _____	_____ _____
_____ _____	_____ _____
(2) _____ _____	_____ _____
_____ _____	_____ _____
(3) _____ _____	_____ _____
_____ _____	_____ _____
(4) _____ _____	_____ _____
_____ _____	_____ _____
(5) _____ _____	_____ _____
_____ _____	_____ _____
(6) _____ _____	_____ _____
_____ _____	_____ _____
(7) _____ _____	_____ _____
_____ _____	_____ _____
<u>DATE</u> _____ _____	<u>PROPOSER</u> _____ _____

BY: _____

REFERENCES

As specified in the Special Conditions of this Bid Document, Bidders are to present the details of a minimum of five (5) references of similar work. (Additional references may be submitted on a separate sheet)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:

SERVICE CONTRACTS EXPERIENCE

As specified in the Special Conditions of this Bid Document, Bidders are to present the details of service contract experience. It is mandatory that all service contracts for governmental entities be included (Additional contracts may be submitted on a separate sheet in this format)

CONTRACTING COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER	DATE OF CONTRACT, LOCATION AND BRIEF DESCRIPTION OF WORK PERFORMED
1. Company Name:	1.
Address:	
Contact Name:	
Phone: Fax:	
2. Company Name:	2.
Address:	
Contact Name:	
Phone: Fax:	
3. Company Name:	3.
Address:	
Contact Name:	
Phone: Fax:	
4. Company Name:	4.
Address:	
Contact Name:	
Phone: Fax:	

**LIST OF EQUIPMENT AVAILABLE
FOR THIS CONTRACT**

List all equipment which will be dedicated to the Guardrail Replacement and Installation as listed in this bid document. (Additional equipment may be submitted on a separate sheet in this format)

EQUIPMENT	NUMBER AVAILABLE	EMPLOYEES & EXPERIENCE ASSIGNED TO OPERATE THIS EQUIPMENT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
	City, state, and ZIP code	
	List account number(s) here (optional)	
	Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT
1515 N W 167th STREET; BLDG. 5 SUITE 200
MIAMI GARDENS, FLORIDA**

ADDENDUM NO. 1

Date: September 11, 2008

To: All Potential Bidders

Subject: ITB# 08-09-001 – GUARDRAIL REPLACEMENT AND
INSTALLATION

Opening Date: September 18, 2008 @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the 'bid proposal' form. Failure to do so may subject the Bidder to disqualification.

QUESTIONS & ANSWERS:

Q1. Is there an estimate for this bid?

A1. There is no estimated budget, as this is a newly created co-operative solicitation between eight (8) Cities. See Section 2.0, Paragraph 2.19.

All else remains the same.

Please note receipt of Addendum No. 1 on your Bid Form.

Sincerely

William Garviso, CPPB
Buyer